

## General Terms and Conditions of Business and Assembly of INFASTAUB GmbH

### 1. General information; area of applicability

- 1.1 The following General Terms and Conditions of Business apply to all offers as well as purchase, work performance and service agreements, including other contractual services, concluded between INFASTAUB GmbH, Niederstedter Weg 19, 61348 Bad Homburg v.d.H. (hereinafter referred to as "**INFASTAUB**") and its respective contracting party (hereinafter referred to as "**Customer**") within the scope of the construction, manufacture, delivery and assembly of filter technology systems and products as well as related products.
- 1.2 The General Terms and Conditions of Business apply to all current and future offers, agreements, supplies, other services, etc., even without their separate renewed inclusion, unless they have been amended or excluded in writing by mutual consent of the parties. The Customer shall be informed immediately about any changes to these General Terms and Conditions of Business.
- 1.3 Contrasting or deviating terms and conditions of the Customer not explicitly approved by INFASTAUB shall not apply, even if INFASTAUB fails to object to their applicability in each individual case. Any contractual penalty clauses contained in the terms and conditions of purchase or business of the Customer shall herewith be explicitly rejected, regardless of the related circumstances or violation of contractual obligations. The same shall apply to any guarantee obligations on the part of INFASTAUB contained in the terms and conditions of purchase and business of the Customer. Any references made by INFASTAUB during the business relationship to letters or other documents containing terms and conditions of business and/or purchase of the Customer or a third party or references thereto shall not constitute an agreement with the applicability of such terms and conditions, unless INFASTAUB explicitly gives such consent.

### 2. Conclusion of the agreement; quotes

- 2.1 The conclusion of an agreement between the Customer and INFASTAUB generally requires the Customer to place a written order and INFASTAUB to issue a written order confirmation, unless the parties have explicitly agreed otherwise.
- 2.2 Any customary clauses contained in the order documentation shall be worded in compliance with the applicable International Commercial Terms (*Incoterms*).
- 2.3 As a general rule, all orders placed by the Customer are based on a quote prepared by INFASTAUB. Such quote shall be prepared by INFASTAUB on the basis of the documents provided by the Customer and shall remain non-binding until INFASTAUB has issued a binding order confirmation. The same applies to any catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards) and other product descriptions or documents, including in electronic form, provided to the Customer in which INFASTAUB retains copyright and property rights. All specifications provided by INFASTAUB in the quote, such as performance and weights, speed, torque, power and water consumption, etc., shall be regarded as temporary until the issuance of the final technical specifications following the order confirmation.
- 2.4 The quotes prepared by INFASTAUB are prepared for a fee on the basis of a separate agreement and may only be used within the scope of service lists upon approval by INFASTAUB. INFASTAUB shall receive appropriate compensation for any costs incurred during the preparation of quotes, even if the order relating to the quote is awarded to a third party.

### 3. Placing an order

- 3.1 Verbal orders and agreements between representatives and employees of INFASTAUB, particularly prior to the order being placed and confirmed, shall only become binding for INFASTAUB upon written confirmation.
- 3.2 Before placing an order, the Customer shall check the drawings and technical documentation provided by INFASTAUB for compatibility with the installation options of the system for which the object of the agreement has been designed as well as the installation dimensions on site. INFASTAUB shall be notified immediately of any discrepancies. If the customer fails to assist in such matters, INFASTAUB shall limit its liability exclusively to acts of malicious intent or gross negligence during the incorrect manufacture of the object of the agreement within the scope of the subsequent execution of the order.
- 3.3 If an order is placed and subsequently cancelled, INFASTAUB reserves the right to invoice the Customer for any parts provided but no longer usable and any costs incurred up to that point. This shall not affect the rights laid down in Section 649 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

#### **4. Scope of delivery and service**

- 4.1 The scope of delivery and service agreed between the parties as well as its content are specified in the written order confirmation issued by INFASTAUB and the parts lists and drawings attached thereto. Additional agreements and amendments to the order confirmation and all of its attachments shall require explicit written consent from INFASTAUB.
- 4.2 INFASTAUB reserves the right to amend the scope of delivery and/or service or its content as necessary whilst processing the project to account for new knowledge or aspects without impairing the original purpose of the object of the agreement and within a reasonable scope for the Customer.
- 4.3 All of INFASTAUB's supplies and services shall be ex works, unless specifically agreed otherwise in writing with the Customer.
- 4.4 Should INFASTAUB be engaged to deliver and assemble a fully functioning system, this shall include such parts and services purely required for a functioning system. Any additional parts, equipment or other services merely required for improving, expanding or optimising the system shall not be included in the scope of service and delivery, unless agreed otherwise separately.
- 4.5 INFASTAUB may separately invoice any additional services arising from subsequent amendments to the originally agreed scope of delivery and service requested by the Customer or due to incomplete documentation provided or the Customer's lack of knowledge of its own on-site requirements at the prices applicable at the time.

#### **5. Prices and price components**

- 5.1 All prices stated in the order confirmation apply ex works and do not include ancillary costs such as packaging, freight and cartage, customs duties, other official levies and fees, delivery to the place of installation, unloading costs and statutory VAT. Packaging used by INFASTAUB to prevent transport damage shall be invoiced to the Customer and exclude return.
- 5.2 All of INFASTAUB's prices are stated in euro. INFASTAUB shall charge an appropriate processing fee for orders with a gross value below EUR 50.00.
- 5.3 Any assembly and delivery dates delayed by the Customer for more than two months from the date the order was placed, contrary to the original agreement, shall incur compensation payable to INFASTAUB in addition to the originally stated prices for any wage and material price increases and exchange rate differences incurred during the additional period. INFASTAUB shall notify the Customer separately of any price amendments.

#### **6. Payment and payment conditions**

- 6.1 INFASTAUB invoices shall be payable in euro, unless explicitly agreed otherwise between the parties.
- 6.2 INFASTAUB invoices shall be payable within 30 days in full and in cash for order values of up to EUR 50,000.00, unless another payment target has been agreed. For orders with a value in excess of EUR 50,000.00, INFASTAUB invoices shall be payable as follows: one third of the order value upon receipt of the order confirmation and proportionate VAT according to the prepayment invoice, one third of the order value upon delivery or notification of readiness for dispatch and invoice plus remaining VAT according to the invoice and one third of the order value within 30 days of delivery or notification of readiness for dispatch. All instalments shall be payable in full and in cash.
- 6.3 Any delay of the dispatch upon the Customer's request or due to circumstances within the scope of control or risk of the Customer shall not relieve the Customer from its payment obligation.
- 6.4 In case of delays in the start-up or approval date caused by on-site issues, payments that may be linked to such dates shall be due within 60 days of delivery or notification of readiness for dispatch.
- 6.5 Payment shall only be deemed to have been made once it has been received in INFASTAUB's business account stated in the order confirmation. Payments by cheque or bill of exchange shall be deemed to have been received once these have been cashed.
- 6.6 In case of payment default, INFASTAUB reserves the right to add default interest in the amount of eight percentage points above the respective base rate issued by the European Central Bank (ECB). This shall not affect the enforcement of further claims in case of payment default.

- 6.7 Should, during or after the conclusion of the agreement, circumstances become known that throw doubt on the Customer's creditworthiness and that endanger or may endanger the payment of outstanding INFASTAUB receivables by the Customer in the respective contractual relationship, INFASTAUB may demand advance payment or suitable securities. Should the Customer not fulfil such requests within an appropriate period of time, INFASTAUB may withdraw from the agreement in full or in part.
- 6.8 Payment by cheque and/or bill of exchange is generally only possible upon prior arrangement with INFASTAUB. Any charges shall be payable by the Customer.

**7. Delivery and service period; delay in performance**

- 7.1 The delivery and/or service periods stated in the order confirmation shall always be deemed to be estimates, unless a fixed delivery and/or service period has been specifically agreed between INFASTAUB and the Customer. Agreed delivery and/or service periods shall start upon INFASTAUB's issuance of the order confirmation.
- 7.2 The delivery period shall start upon the Customer's receipt of the order confirmation once all documents, authorisations, irrevocable approval and clarification of all technical data to be provided by the Customer and any advance payments agreed have been received. The delivery and/or service periods shall be extended appropriately if the Customer fails to cooperate or delays such cooperation. The same shall apply if the Customer requests amendments to the scope and content of delivery and service after the order has been confirmed.
- 7.3 Delivery and service periods relate to the date of completion of the respective object of the agreement. The delivery period shall be deemed to have been complied with if the object of the agreement has been dispatched from the factory or the Customer has received a notification of readiness for dispatch before its expiry. If the parties have also explicitly agreed the dispatch of the object of the agreement, the delivery periods and dates relate to the date of transfer to the carrier, hauler or other third parties engaged with the transport.
- 7.4 INFASTAUB shall not be liable for deliveries that fail or are delayed due to force majeure or other extraordinary circumstances beyond the control of INFASTAUB that could not be foreseen on the date of the conclusion of the agreement, particularly measures imposed by the authorities and difficulties in obtaining the required official authorisations, problems with raw materials and energy supplies, transport problems, strikes, legal lock-outs, lack of employees, war and operational disruptions of any kind (this includes INFASTAUB's suppliers). INFASTAUB may extend the delivery period appropriately in case of temporary problems and also add a reasonable lead time. Should such events create serious difficulties for the deliveries or services or make their performance impossible and the problem is of a permanent nature, INFASTAUB may withdraw from the agreement.
- 7.5 INFASTAUB may deliver parts of the order if (i) the partial delivery can be used within the scope of the contractual purpose, (ii) the delivery of the remaining objects of the agreement that have been ordered are ensured and (iii) the Customer does not incur any significant additional costs due to such actions. Corresponding partial invoices may be issued.
- 7.6 Should INFASTAUB be delayed in the performance of a delivery or service or should it become impossible to perform a delivery or service, for whatever reason, INFASTAUB's liability shall be limited to the damages payable in accordance with Section 14 of these General Terms and Conditions of Business.

**8. Assembly**

- 8.1 The deadlines stated by INFASTAUB in the order confirmation with regard to the start, duration and completion of assembly shall be deemed to be non-binding estimates and shall not start until full clarification of all technical performance details required for assembly has been obtained. The period shall be extended appropriately in case of unforeseeable problems beyond INFASTAUB's control, such as assembly disruptions due to weather conditions, operational disruptions, strikes, lock-outs, etc. The provisions of Section 7.4 of these General Terms and Conditions of Business shall apply accordingly.
- 8.2 Should the start of assembly be delayed for reasons relating to on-site conditions, INFASTAUB may demand appropriate compensation for any additional costs incurred as a result.
- 8.3 Unless otherwise agreed, the following measures shall be classed as on-site services and made available free of charge to the INFASTAUB assembly personnel: foundations, connections and provision of power, water and waste water facilities depending on the type of system, dewatered and de-oiled compressed air etc., scaffolding, lifting gear, forklift trucks, cranes, crane runways, lifts as well as adequate lighting and heating, all including the corresponding operating personnel. Soil, bricklaying, carpentry and paint finish work, including the required construction materials, storage and supports as well as the electrical and pneumatic installation work, shall also

form part of the services to be provided by the Customer. The Customer shall ensure that INFASTAUB has access to a sufficient number of qualified personnel at no extra charge. Sufficiently large openings shall be prepared for transporting individual one-piece system parts into buildings and any obstacles shall be removed.

Dry, lockable rooms shall be provided for storing tools, supplied parts, machines, work clothes, etc. The Customer shall be liable for any loss of INFASTAUB items in its safekeeping. The assemblers shall be permitted to make free phone calls related to the processing of the assembly order. The details of the on-site services applicable in each individual case are based on the order confirmation issued by INFASTAUB and the agreements between both contracting parties.

- 8.4 Goods deliveries shall be stored properly and as close to the assembly location as possible. The location shall have easy access, be secured and suitable for any pre-assembly work required. Valuable equipment shall be protected against the weather. Deliveries shall be secured against theft as the loss of parts may result in costs due to replacement parts having to be procured and assembly work being interrupted. The Customer shall unload equipment and systems and transport them to the place of use, unless agreed otherwise.
- 8.5 The assembly work to be performed by INFASTAUB usually contains a system test run. The operating and maintenance personnel named by the Customer shall be present at the test run and start-up to receive instructions on how to use the system. The test run shall be performed under the actual operating conditions or these conditions must at least be simulatable so that the system can be adjusted at the same time.
- 8.6 The system start-up and test run may take several days and is included in the assembly costs. An insufficient period for these activities may result in future operational disruptions that may incur disproportionately higher costs. If, through no fault of INFASTAUB, such work cannot be performed immediately after assembly has been completed, the costs for sending out an assembler again shall be invoiced separately.
- 8.7 The systems constructed by INFASTAUB shall be handed over and/or inspected and approved once assembly has been completed. The handover and/or inspection and approval of the systems shall not be impeded by other manufacturers' machines or systems related to the object of the agreement of INFASTAUB being fully or partially inoperable during the test run. Any costs incurred through a potential delay of the handover or approval date within the scope of control of the Customer, or any such delay caused by factors such as the power switching station provided or installed by the Customer being defective, shall be carried by the Customer. If, with the consent of INFASTAUB, the system is operated before handover and/or inspection and approval (e.g. agreed test operation), the Customer shall be fully responsible for carrying out all maintenance work until the date of approval as it is impossible for INFASTAUB to be on site at all times during this period. The Customer shall sign the handover and/or inspection and approval log. Any defects, lack of immaterial parts or necessary minor subsequent work shall be recorded in this log. Immaterial errors and deficiencies that are simple to rectify and do not have a negative effect on the operation of the machine with regard to quality and occupational health and safety shall not constitute a reason for rejecting the handover and/or approval. INFASTAUB shall agree in writing to rectify such defects within an appropriate period of time.
- 8.8 The assembly costs and other services are based on INFASTAUB's applicable rates. Preparatory visits, assembly, measurements, adjustments, start-up, test run, operating personnel instruction and handover are chargeable services. Working and travelling hours, travel cost premiums, fares, tool and luggage freight charges, hardship and severity allowances, etc., shall be recorded on work certificates and submitted to the Customer for approval and signature. The hours worked within the scope of free assembly work shall also be confirmed by the Customer on the work certificates. The work performed by the assemblers shall be deemed to have been acknowledged by signing the work certificate. This also applies to lump sum or special agreements. Invoices shall be prepared on the basis of the applicable rates upon completion of the assembly work. For major assembly projects, invoices shall be sent on a monthly basis. Modifications to the system arrangement caused by difficulties during construction or requested by the Customer (such as subsequent changes to the place of assembly of the machines or systems and resulting changes to the pipe layout) shall always be invoiced on the basis of actual hours worked upon provision of proof thereof. As a general rule, the Customer shall provide its services in a proper and timely manner for lump sums to remain applicable. The Customer shall carry out all on-site work to ensure that it is possible to perform the assembly work and start-up normally and without interruptions. If the above conditions have been met or the Customer requests or requires additions/modifications, INFASTAUB may charge the resulting additional costs on top of the lump sum. Any waiting times of the assemblers caused by delays in the construction of the system within the scope of control of the Customer or other unforeseeable events beyond the control of INFASTAUB shall be invoiced at the same hourly rates as working hours. If assembly work is interrupted due to the conditions on the construction site or by request of the Customer, the costs for the homeward and new journey shall be invoiced separately.

- 8.9 Assembly costs are classed as cash expenses and shall therefore be payable net and in full upon receipt of invoice.
- 8.10 Any complaints about the assembly process or the employment and work of INFASTAUB assemblers or their proof of working hours and expenses shall be submitted immediately to INFASTAUB as complaints submitted at a later date cannot be accepted.
- 8.11 The INFASTAUB assemblers only carry tools required for their own work. They are to be provided with all required safety measures during the assembly of the systems. This shall apply, in particular, to properly constructed scaffolding, the provision of properly working lifting gear and means of transport. The applicable accident prevention regulations shall be complied with at all times. The INFASTAUB assemblers shall be instructed with regard to the individual regulations applicable on site.
- 8.12 Should it be necessary to carry out welding, cutting and similar work involving fire during the assembly and maintenance work in rooms that are not specially designed for such purpose, the Customer or its health and safety officer shall implement all measures required to remove the risk of fire and explosion.

**9. Inspection and maintenance**

- 9.1 The Customer shall be responsible for regularly inspecting and maintaining the objects of the agreement and systems supplied by INFASTAUB. The Customer shall perform regular operational checks on a daily basis or as and when required. The daily operational check includes all mechanical drives, the functioning of the entire system in terms of full performance and an emission check. Any measuring and adjustment devices installed shall also be included in the daily check. The pipe system, collection components and panelling shall be checked at weekly intervals. The ejecting components shall be checked particularly diligently.
- 9.2 Monitoring and control devices shall be obtained from competent manufacturers to prevent potential damage. Guidelines for a suitability test, installation and maintenance of devices with emissions in continuous operation were developed to implement Section 48 of the German Federal Control of Pollution Act (Bundesimmissionsschutzgesetz – BImSchG). INFASTAUB shall provide information on the manufacturers of such devices upon request.
- 9.3 The Customer and operator shall diligently comply with the operating and maintenance instructions as well as all documentation and function specifications supplied by INFASTAUB. INFASTAUB would also like to refer to the VDI Directive 2264 "Operating and maintenance of waste gas cleaning equipment; separation of solid and liquid particles". The operator shall request the operating and maintenance instructions from INFASTAUB immediately should it not have access to them as an exception to the rule. The INFASTAUB maintenance personnel and INFASTAUB itself are also available to provide additional information.

**10. Disposal**

The ejection devices and/or collection containers for separated substances are often included in the scope of delivery. The Customer shall be responsible for the disposal of any substances. Contaminated or soiled filter elements, such as filter plates and filter hoses, as well as cleaning residue, etc., shall also be disposed of by the Customer. Any disposal shall comply with legal requirements.

**11. Transfer of risk / handover, inspection and approval**

- 11.1 If deliveries contain only goods, the risk shall be transferred to the Customer upon dispatch of the goods to the Customer. The dispatch shall be deemed to have been completed as soon as the goods have been transferred to the carrier, hauler or other third party engaged with their transport. The same applies to all partial deliveries. In the case of the dispatch or transfer being delayed due to circumstances within the scope of control of the Customer, the risk shall be transferred to the Customer on the day the object of the agreement is ready for dispatch and INFASTAUB has notified the Customer of such. In such case, INFASTAUB may store the object of the agreement at the cost and risk of the Customer. Maximum storage costs of 1% for each complete week of storage, but not exceeding 5% of the invoice value of the affected delivery and/or services, shall be invoiced for this service. This shall not affect the right to claim and prove additional or lower storage costs as well as other expenses.
- 11.2 Objects of the agreement delivered by INFASTAUB shall be accepted as incoming goods, even if they have immaterial defects. This shall not affect the rights laid down in Section 12 of these General Terms and Conditions of Business.

- 11.3 For deliveries that include the performance of assembly work (work performance agreements), INFASTAUB may demand the inspection and approval of the work upon completion of assembly. The parties shall prepare and sign an inspection and approval log for this purpose. The approval shall not be rejected on the grounds of immaterial defects only. The risk regarding the system shall be transferred to the Customer upon signature of the inspection and approval log (risk transfer). The Customer shall use the system before the inspection and approval log has been signed at its own risk and such action shall exclude all liability of INFASTAUB, unless the parties have explicitly agreed otherwise in writing.
- 11.4 If an inspection and approval have to take place, the object of the agreement shall also be deemed to have been approved if (i) it has been delivered and any installation and assembly work to be performed by INFASTAUB has been completed, (ii) INFASTAUB has notified the Customer of this fact and informed the Customer of the assumed approval in accordance with this paragraph and invited the Customer to perform the inspection and approval, (iii) 10 (ten) working days have passed since the delivery or the Customer has started using the object of the agreement (e.g. has started up the system) and in this case five (5) working days have passed since delivery, and (iv) the Customer has failed to perform the inspection and approval within this period due to a defect of which INFASTAUB has been informed and which makes it impossible to use the object of the agreement or severely impairs its use.
- 12. Warranty and liability**
- 12.1 INFASTAUB shall be liable for defective deliveries and assembly services under exclusion of further claims and in accordance with the following provisions.
- 12.2 The warranty period shall always be one year from delivery or, if a final inspection and approval is required, from the date of approval. This shall generally exclude replacement and wear and tear parts (see Sections 12.4 – 12.8).
- 12.3 If the agreement constitutes a trading transaction for both parties, the Customer shall diligently check the objects of the agreement immediately upon receipt and notify INFASTAUB in writing immediately, but no later than five (5) working days upon receipt of the objects of the agreement by the Customer, of any physical defects, incorrect deliveries and deviating quantities. The objects of the agreement shall be deemed to have been approved by the Customer if INFASTAUB does not receive any complaint within seven (7) days of the date on which the defect was found. However, if the customer was able to recognise the defect at an earlier date during ordinary use, the date the defect first became apparent shall be deemed to be the start of the complaint period. If the customer fails to submit a complaint about a defect, the object of the agreement shall be deemed to have been approved. Any delayed or improperly submitted complaints about defects shall result in the Customer losing its rights to claim warranty, unless INFASTAUB has fraudulently concealed the defect.
- 12.4 INFASTAUB shall, free of charge and at its own discretion, subsequently repair or redeliver any part that becomes unusable or cannot be properly used within 12 months of single-shift operation from delivery, and from start-up if assembly was part of the order, due to an event prior to the risk transfer, particularly faulty construction, poor materials or deficient design. The warranty period is reduced accordingly for each shift during multiple-shift operation. Should the subsequent repairs or redelivery fail, i.e. if it is impossible, unreasonable, rejected or unreasonably delayed, INFASTAUB and the Customer may withdraw from the agreement or appropriately reduce the price for the object of the agreement. Any subsequent repairs generally only become unreasonable after three failed attempts. Any parts replaced and removed from the system during subsequent repairs shall become the property of INFASTAUB.
- 12.5 If the goods are damaged during transport, the customer shall ensure that the facts are recorded with the responsible parties, particularly the carriers or haulers involved, immediately before accepting the delivery and notify INFASTAUB immediately about the type and extent of transport damage.
- 12.6 INFASTAUB shall provide warranty for a period of six months for any repairs, restoration, inspection and maintenance work not covered by the original warranty obligation with regard to the materials used and correct implementation of the work, but not the functioning of the entire system.
- 12.7 Parts subsequently repaired or replaced within the original warranty obligation shall be subject to a new warranty period of six months, but at least until the expiry of the original warranty period.
- 12.8 The same shall apply to the functioning of the system and compliance with the emissions/immissions and other technical values specified in the order confirmation.
- 12.9 INFASTAUB shall not provide any guarantee for defects linked to the following causes:
- 12.9.1 The Customer explicitly requests a different or modified design to the system design planned by INFASTAUB or the Customer is provided with incorrect and incomplete specifications relating to the project, system or device design, such as maximum crude gas dust concentration, dust particle distribution, behaviour and consistency, etc.

- 12.9.2 The Customer's specifications regarding the applicable noise emission and immission values, including location and distance from the noise sources to the affected areas, are inappropriate, incorrect or incomplete. Additional noise reduction measures specifically required by the Customer and related measures are chargeable.
- 12.9.3 The quality of the air supply does not meet the standard specified for the maximum allowable concentration (MAC) in the German Ordinance on Hazardous Substances (Gefahrstoffverordnung – GefStoffV). The compliance of the air supply with the maximum allowable concentration (MAC) otherwise requires an explicit agreement between the parties.
- 12.9.4 The Customer assembles the system itself without consulting INFASTAUB about adjustment and start-up, including the required measurements. This shall not apply if the defect is linked to and/or originates from the object of the agreement supplied by INFASTAUB.
- 12.9.5 The Customer or a third party incorrectly modifies or adds to the system without prior arrangement with and approval from INFASTAUB if the defect can be traced back to the modifications performed by the Customer or a party engaged by the Customer. In any case, the Customer shall carry the additional costs incurred due to the rectification of the defect.
- 12.9.6 Warranty shall not be provided for functions of the extraction and dust separation system directly related to any electrical switching and control systems provided and installed by the Customer or only installed by the Customer. The standard warranty may remain valid if INFASTAUB is engaged at an early stage, in return for compensation of costs, to check the entire electrical system on site and be present at start-up as well as inspection and approval.
- 12.9.7 The maintenance and operating instructions as well as function specifications have not been adhered to correctly.
- 12.9.8 Defects are caused by deficient on-site services, such as unsafe scaffolding or defective means of transport, lifting gear, etc.
- 12.9.9 The standard daily and monthly operational checks have not been performed properly.
- 12.9.10 The object of the agreement and/or the system supplied and/or assembled by INFASTAUB has been overloaded, used improperly and operated not in accordance with instructions.
- 12.9.11 Systems that have been bought second-hand.
- 12.9.12 Parts subject to natural wear and tear and/or corrosion.  
INFASTAUB's order confirmations may specify additional restrictions.
- 12.10 For orders placed with INFASTAUB on account of a third-party specification of service, INFASTAUB shall only provide warranty for the performance of its own devices in accordance with the stated values. However, INFASTAUB shall not assume any liability for the design and arrangement, and therefore the overall functioning, of a system for which the object of the agreement has been supplied.
- The project would have to be reviewed should the Customer require warranty for the functioning of the system within the scope of an order placed on account of a third-party specification of service. Should the contracting parties fail to come to an agreement with regard to potentially resulting technical and price changes, the parties may withdraw from the agreement. Such withdrawal shall exclude both parties' right to claim any form of compensation. INFASTAUB may continue to demand compensation for any additional costs incurred up to the date of withdrawal.
- 12.11 The Customer may only rectify the defect itself or engage third parties to do so and claim reasonable compensation for its costs in urgent cases, of which INFASTAUB shall be notified in advance, or if INFASTAUB delays repairs. The Customer shall only be entitled to perform repairs itself if INFASTAUB's service obligations include the assembly of the object of the agreement and the customer has previously provided INFASTAUB with an adequate period of grace to carry out subsequent repairs. This shall not apply if the subsequent repairs have failed or are unreasonable for the Customer.
- 12.12 If the Customer submits a complaint about a defect, it may only retain the remaining payment to an extent that is in proportion to the defect.

### 13. Assurance of properties

Assurances of properties shall generally not be issued and require a separate, explicit and written agreement between INFASTAUB and the Customer. Any technical value and performance specifications included in offers, brochures or order confirmations shall not constitute assured properties, unless they have been explicitly agreed as such in writing.

### 14. General disclaimer

- 14.1 Compensation claims raised by the Customer against INFASTAUB, for whatever legal reason, particularly on the grounds of culpability, contractual negotiations, delay, impossibility, positive violations of the agreement and/or prohibited actions, including with regard to the Customer's employees, shall be excluded, unless they are based on malicious intent or gross negligence. In the case of simple negligence, INFASTAUB shall only be liable for damages arising from (i) injury to life and limb and (ii) the violation of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the agreement and in whose fulfilment the Customer regularly trusts and may trust).
- 14.2 The limited liability resulting from the paragraph above shall not apply if INFASTAUB has fraudulently concealed a defect or assumed a guarantee for the properties of the object of the agreement. The same shall apply for claims raised by the customer in accordance with product liability law.
- 14.3 In the case of INFASTAUB being liable to pay damages, such liability shall be limited to damages INFASTAUB predicted as potential consequences of a contractual violation or should have predicted if applying a common standard of due diligence. Furthermore, indirect and subsequent damages caused by defects in the object of the agreement shall only be compensated for if such damages are typically to be expected if the object of the agreement is properly used as intended. Any compensation claims raised by the Customer on the grounds of production stoppages shall generally be excluded.
- 14.4 The above exclusions and limitations of liability shall apply to the same extent with regard to bodies, legal representatives, employees and other agents of INFASTAUB.
- 14.5 Any technical information or consulting services that do not form part of the obligatory and contractually agreed scope of services shall be provided free of charge by INFASTAUB and exclude any form of liability.

### 15. Systems requiring licensing

- 15.1 The Customer shall be solely responsible for obtaining the official licences required for the construction, start-up or modification of systems partially or fully delivered by INFASTAUB. The Customer shall also be solely responsible for checking if the systems in question require licensing.
- 15.2 Any strict conditions imposed by the licensing authorities in the approval documentation shall not be used as a basis for deriving any claims whatsoever against INFASTAUB. The Customer shall carry the costs for any modifications, additions and subsequent repairs required due to the conditions imposed in the approval documentation not being communicated to the Customer, either in full or in part (the same shall apply to conditions imposed at a later date). Measurements and static calculations demanded as proof of compliance with conditions imposed in the approval documentation shall be initiated by the Customer at its own cost.

### 16. Confidentiality

- 16.1 The Customer shall assure INFASTAUB that it will maintain secrecy about all confidential information disclosed to the Customer during the business relationship with INFASTAUB in the past, present or future, and in particular prevent third parties from gaining access to such information and use this information exclusively within the scope of the business relationship.
- 16.2 Confidential information within the meaning of this obligation shall be any information labelled as such or information whose confidentiality is circumstantial. Confidential information includes, in particular, all marketing targets, revenue figures, databases, technical, financial and tax information, plans, graphics and work results, both of INFASTAUB and its affiliated companies, of which the Customer obtains knowledge or which INFASTAUB has developed or will develop within the scope or during the preparation of the services ordered by the Customer. The Customer shall oblige its employees to maintain secrecy within the scope described above, even when dealing with INFASTAUB, if their employment contracts do not already contain such clause.

- 16.3 The obligation to maintain secrecy shall not apply to confidential information (i) that was already public knowledge at the time the Customer became aware of it or that becomes known without violating this obligation to maintain secrecy, (ii) that was forwarded to the Customer by a third party without violating the obligation to maintain secrecy regarding INFASTAUB, (iii) that was developed by the Customer independently from the legal relationship with INFASTAUB, or (iv) in and insofar as the confidential information must be disclosed on the grounds of a traceable order issued by the authorities or courts and the Customer has notified INFASTAUB immediately upon receipt knowledge of the disclosure obligation and has exhausted all possible legal means.
- 16.4 The Customer shall return any personal and confidential information received in connection with the provision of services by INFASTAUB to INFASTAUB immediately upon termination of the business relationship and delete it from its own records, unless such information is required for future contractual use. Upon request by INFASTAUB, the Customer shall provide written confirmation by a member of management that the confidential information has been deleted in accordance with the above obligation and that the Customer has no further databases containing the confidential information.
- 16.5 The Customer shall pay a contractual penalty of EUR 25,000.00 for any violations of the above obligation to maintain secrecy towards INFASTAUB. The payment of the contractual penalty shall not exclude the right to enforce an injunction. The contractual penalty shall be taken into consideration for any compensation claims based on the same violation of obligation. INFASTAUB reserves the right to enforce further compensation based on the same contractual violation. The Customer may provide evidence that no damage or only immaterial damage has been caused. The contractual penalty shall be reduced accordingly in such case.

**17. Property rights**

- 17.1 The industrial property rights and/or copyright held by INFASTAUB in the object of the agreement shall only be transferred to the Customer to an extent that provides the Customer with the simple use of the object of the agreement. Any industrial property rights and/or copyright exceeding simple use shall not be transferred to the Customer.
- 17.2 INFASTAUB shall ensure that the object of the agreement is free from third-party industrial property rights and/or copyright in existence at the place of manufacture of the object of the agreement. Each contracting party shall notify the other contracting party immediately and in writing of any claims regarding the violation of such rights enforced against them. INFASTAUB shall not assume any liability for other industrial property rights and/or copyright in existence other than those at the place of manufacture of the object of the agreement.
- 17.3 Should the object of the agreement violate a third-party industrial property right or copyright at the place of manufacture, INFASTAUB shall, at its own discretion and cost, modify or replace the object of the agreement to ensure that no third-party rights are violated in the future, but in such a manner that the object of the agreement continues to fulfil the contractually agreed functions, or provide the Customer with the right of use by concluding a licence agreement. Should INFASTAUB be unable to do so within a reasonable period of time, the Customer may withdraw from the agreement or reduce the purchase price accordingly. Any compensation claims of the Customer shall be subject to the limitation of liability contained in these General Terms and Conditions of Business.
- 17.4 Should any products made by other manufacturers and supplied by INFASTAUB violate any rights, INFASTAUB shall, at its own discretion, enforce its claims against the manufacturers and upstream suppliers for account of the Customer or assign such claims to the Customer. In such case, claims against INFASTAUB shall only be permissible if the legal enforcement of the above claims against the manufacturers and upstream suppliers was unsuccessful or has no chance have success, due to insolvency for example.

**18. Retention of title**

- 18.1 Objects of the agreement that have been delivered remain INFASTAUB's property until the Customer has paid all current and future receivables to INFASTAUB.
- 18.2 The Customer may mix, combine or connect the goods subject to retention of title by INFASTAUB with other objects during ordinary operations. If the goods are mixed, combined or connected, it shall be deemed to have been agreed at this point that INFASTAUB shall be entitled to proportionate ownership in the item mixed, combined or connected with the goods, which shall correspond to the value of the goods subject to retention of title in relation to the value of the other objects included in the mix, combination and connection. The Customer shall store the item for INFASTAUB. The same applies if the Customer processes the goods subject to retention of title during ordinary operations.



- 18.3 The Customer may sell the goods subject to retention of title or shared ownership by INFASTAUB as part of an ordinary business transaction, unless the Customer has payment arrears or has defaulted on its payments. If the Customer has payment arrears, INFASTAUB may demand the release of the goods subject to retention of title without notice. The Customer shall not pledge the goods or use them as collateral. The Customer may only sell the goods abroad upon prior approval by INFASTAUB. Should the Customer sell goods subject to retention of title, it shall at this point and until the repayment of all receivables to INFASTAUB assign all of the rights due to the Customer from the sale regarding its own customers, including all ancillary rights, securities and retentions of title, to INFASTAUB.

INFASTAUB may demand for the Customer to notify its own customers of the assignment and provide INFASTAUB with all information and documents required for collection. However, the Customer may collect the receivables assigned to INFASTAUB as long as it does not have any payment arrears or defaults. If the Customer's receivables from the sale of the goods subject to retention of title by INFASTAUB are transferred to a current account, the Customer shall assign to INFASTAUB at this point in time its payment claims arising from the respective and/or recognised balance in the amount of the receivables from the sale of the goods subject to retention of title by INFASTAUB.

If INFASTAUB has only shared ownership in the sold goods, the assignment stated above shall only apply in the amount of the value of the shared ownership of INFASTAUB. If the goods subject to retention of title or shared ownership by INFASTAUB are sold together with other goods for a total price, the above assignment shall only apply in the amount of the invoice value of the goods subject to retention of title by INFASTAUB and/or in the amount of the value of the shared ownership of INFASTAUB. If the Customer is paid by cheque or bill of exchange for selling the goods subject to retention of title by INFASTAUB, the Customer shall assign to INFASTAUB at this point in time until the repayment of all receivables to INFASTAUB such cheques or bills of exchange.

The customer shall diligently store cheques or bills of exchange for INFASTAUB and forward them to INFASTAUB immediately upon request. The provisions in the previous paragraph shall apply correspondingly in all other cases.

- 18.4 Should the value of the goods subject to retention of title together with the other securities provided to INFASTAUB exceed the receivables to INFASTAUB for long periods by more than 50%, INFASTAUB shall release them upon request by the Customer. The selection of the items to be released shall be at the discretion of INFASTAUB.
- 18.5 The Customer shall notify INFASTAUB as quickly as possible and raise an appeal if the goods subject to retention of title or other items or receivables in which INFASTAUB holds any rights are seized by third parties or other impairments are to be expected. Such notification shall be accompanied by the relevant documentation. The Customer shall reimburse INFASTAUB for any costs incurred by INFASTAUB due to such incidents. If the Customer fails to provide such notification, it shall be liable to compensate INFASTAUB for any damage resulting from such failure. This shall not apply if the failure to provide notification is beyond the Customer's control. The Customer's liability to pay compensation shall relate to any damages and expenses incurred by INFASTAUB from or in connection with the enforcement of its ownership rights. This shall also include necessary and reasonable fees for legal advice and representation for INFASTAUB.
- 18.6 Should special measures be required to ensure the effectiveness of the above-stated retention of title and other rights held by INFASTAUB in the import countries of foreign deliveries, the Customer shall notify INFASTAUB of such fact and implement such measures at its own cost. Should the laws of the import country prohibit a retention of title, a security corresponding with the retention of title or assignment in this country shall be deemed to have been agreed. The Customer's above duty to cooperate in the creation and justification of such comparable security shall apply accordingly.

Should it be impossible to secure INFASTAUB's claims against the Customer in an equal amount in this manner, the Customer shall, at its own cost, provide INFASTAUB with other securities in the goods delivered or other securities.

**19. Miscellaneous**

- 19.1 Should individual provisions of these General Terms and Conditions of Business be or become ineffective or unenforceable, in full or in part, this shall not affect the effectiveness or enforceability of the remaining provisions.
- 19.2 The written form requirement required by individual provisions of these General Terms and Conditions of Business shall be deemed to have been complied with by transmitting the respective declarations via telecommunication, particularly per fax or e-mail, if a copy of the signed declaration is transmitted.
- 19.3 The Customer may only offset its own counter claims or withhold payment due to such claims if its counter claims are undisputed or legally binding. The Customer's claims against INFASTAUB shall not be assigned to third parties without INFASTAUB's prior consent. The above exclusion of assignment shall not apply in the case of monetary claims and if the Customer is a business person, legal entity under public law or a special fund under public law.
- 19.4 The place of fulfilment for all obligations arising from the agreement shall be Bad Homburg vor der Höhe, Germany, unless explicitly agreed otherwise between the parties.
- 19.5 If the Customer is a business person, legal entity under public law or special fund under public law or if the Customer does not have a general place of jurisdiction in Germany, the place of jurisdiction for any disputes arising from the business relationship between INFASTAUB and the Customer shall be Bad Homburg vor der Höhe, Germany, or the Customer's head office, at the discretion of INFASTAUB. In such cases, however, Bad Homburg vor der Höhe, Germany, shall be the sole place of jurisdiction for proceedings filed against INFASTAUB. Statutory legal requirements regarding exclusive places of jurisdiction shall not be affected by this provision.
- 19.6 The legal relationship between the Customer and INFASTAUB shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.